

Lisa Dell, Clerk
401 Montgomery Street
Room 200
Syracuse, NY 13202
(315) 435-2229

Onondaga County Clerk Recording Cover Sheet

Received From :
ITA COUNTY TAX DEEDS

Return To :
ELIZABETH & DAVID SCALISI
7889 US RT 20
MANLIUS, NY 13104

Method Returned : MAIL

First PARTY 1

ONONDAGA COUNTY DEPARTMENT OF FINANCE

First PARTY 2

SCALISI, ELIZABETH

Index Type : Land Records

Instr Number : 2022-00000923

Book : Page :

Type of Instrument : Deed

Type of Transaction : Deed Comm Or Vacant

Recording Fee: \$0.00

Recording Pages : 3

The Property affected by this instrument is situated in Pompey, in the
County of Onondaga, New York

Real Estate Transfer Tax

RETT # : 6547

Deed Amount : \$0.00

RETT Amount : \$0.00

Total Fees : \$0.00

State of New York

County of Onondaga

I hereby certify that the within and foregoing was
recorded in the Clerk's office for Onondaga
County, New York

On (Recorded Date) : 01/06/2022

At (Recorded Time) : 1:28:46 PM



Doc ID - 046187860003

Lisa Dell
Lisa Dell, Clerk



QUIT CLAIM DEED

THIS INDENTURE, made this 5th day of January, 2022 between the **COUNTY OF ONONDAGA**, a municipal corporation of the State of New York, party of the first part, and **ELIZABETH AND DAVID SCALISI**, 7889 US RT 20, MANLIUS, NY 13104, party of the second part;

WHEREAS, the premises hereinafter described were acquired by tax sale proceedings; and

WHEREAS, a public auction of the premises hereinafter described was duly held on the 11th day of October, 2021, and the premises were struck down to the party of the second part;

WITNESSETH: that the party of the first part for and in consideration of the sum of \$3200.00 and other good and valuable consideration, paid by the party of the second part, does remise, release, and quit claim unto the party of the second part, (his)(her)(their) distributees, successors, and assigns forever:

ALL THAT PIECE OR PARCEL OF LAND AND IMPROVEMENTS, situate in the Town of Pompey, County of Onondaga, State of New York bounded and described as follows:

FL 51

Assessed to PENOYER SHARON E
as Tax Map# 314600023.-02-03.0

TOGETHER with appurtenances and all the estate and rights of property of the first part in and to said premises, subject to easements and restrictions of record.

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, (his)(her)(their) distributees, successors and assigns forever.

The party of the second part agrees that the premises herein granted is hereby sold to and accepted by the party of the second part "AS IS" AND "WHERE IS", WITH ALL FAULTS, IF ANY, INCLUDING, WITHOUT LIMITATION THE ENVIRONMENTAL CONDITION OF THE PREMISES AND WITHOUT ANY WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITHOUT LIMITING THE FOREGOING, THE PARTY OF THE FIRST PART MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, THAT THE PREMISES AND/OR ANY OF ITS IMPROVEMENTS, COMPLY OR HAVE COMPLIED WITH ANY FEDERAL, STATE OR LOCAL LAW, RULE, REGULATION OR ORDINANCE INCLUDING BUT NOT LIMITED TO THE PETROLEUM MARKETING PRACTICES ACT, THE AMERICANS WITH DISABILITIES ACT, AND ANY ENVIRONMENTAL LAW, INCLUDING BUT NOT LIMITED TO THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT, AND/OR THE RESOURCE CONSERVATION AND RECOVERY ACT, AND/OR ANY REGISTRATION REQUIREMENTS INCLUDING COMPLIANCE TESTING. THE PARTY OF THE SECOND PART ACKNOWLEDGES AND AGREES THAT THE PARTY OF THE SECOND PART IS SOLELY RESPONSIBLE FOR AND ASSUMES THE ENVIRONMENTAL CONDITION OF THE PREMISES. To that end, and to the fullest extent permitted by law, the party of the second part shall defend, indemnify, and hold harmless the party of the first part from and against any and all liability, loss, damage, actions, causes of action, costs or expenses whatsoever (including reasonable attorneys' fees and expenses) and any and all claims, suits and judgments which the party of the first part may suffer, as a result of or with respect to the environmental condition of and/or the application of Environmental Law to the premises.

"Environmental Laws" or individually, an "Environmental Law" means any and all federal, state and local laws, statutes, regulations, ordinances, codes, rules and other governmental restrictions or requirements

relating to health, industrial hygiene, environmental or ecological conditions or hazardous materials including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et seq., as amended; the Resource Conservation and Recovery Act as amended, 42 U.S.C. Section 6901 et seq.; the Toxic Substance Control Act, as amended, 15 U.S.C. Section 2601 et seq.; the Clean Air Act, as amended, 42 U.S.C. Section 1857 et seq.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. Section 1251 et seq.; the Federal Hazardous Materials Transportation Act, 49 U.S.C. Section 1801 et seq.; the New York State Navigation Law, and the laws, rules, regulations and ordinances of the U.S. Environmental Protection Agency, New York State Department of Environmental Conservation, the County and State in which the premises is located and of all other agencies, boards, commissions and other governmental bodies and officers having jurisdiction over the premises or the use or operation thereof.

The party of the second part acknowledges that the premises herein granted is a premises identified by NYSDEC as New York State Superfund Site Number 734035.

The party of the second part acknowledges and agrees that the premises herein granted is conveyed with the institutional and environmental controls and requirements listed in the NYSDEC approved Site Management Plan ("SMP") and/or Operation, Maintenance and Monitoring Plan ("OMMP"), including any and all Department approved amendments to the SMP/OMMP. These controls and requirements apply to the use of the premises (allowable uses include Commercial and Industrial Use), run with the land, and are binding on the property owner and its successors and assigns, and are enforceable in law or equity against any owner of the premises, any lessees and any person using the premises.

The party of the second part agrees that such party shall be required to provide an Environmental Easement, pursuant to Article 71 of the ECL, if requested by NYSDEC.

IN WITNESS WHEREOF, the party of the first part has hereunto set his hand and seal the day and year first above written.

County of Onondaga

By: J. Ryan McMahon, II

State of New York)
County of Onondaga) SS:

On the 5th day of January in the year 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared J. Ryan McMahon, II, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

MARGARET M. DOHERTY
Notary Public, State of New York
Registration #01DO6278230
Qualified In Onondaga County
Commission Expires March 18, 2025

Margaret M. Doherty
Notary Public